

# **County of San Bernardino**

## **Request For Proposal - Audit Services for The Redevelopment Agency of The County of San Bernardino**

**RFP# ACR08-RDA  
County of San Bernardino  
Auditor/Controller-Recorder  
222 W. Hospitality Lane, 4<sup>th</sup> floor  
San Bernardino, CA 92415-0018  
January 2009**

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## **I. INTRODUCTION**

### **A. Purpose**

This Request for Proposal (RFP) is to solicit proposals from qualified firms (VENDOR) to issue audited financial statements and other reports listed in Section D (Scope of Work and Due Dates) for the Redevelopment Agency of the County of San Bernardino for the fiscal years ending June 30, 2009; June 30, 2010; and June 30, 2011. The COUNTY reserves the right to only issue a single fiscal year contract for fiscal year ending June 30, 2009 based upon evaluation of the proposals.

The audited financial statements must be prepared in accordance with all applicable standards of the Governmental Accounting Standards Board (GASB), except that the management's discussion and analysis will not be prepared.

### **B. Term of Contract**

The term of any Contract awarded as a result of this RFP will be for a three-year period beginning with the audits for fiscal year ending June 30, 2009 and ending with the audits for fiscal year June 30, 2011. However, as stated in section A, the County reserves the right to only issue a single fiscal year contract for fiscal year ending June 30, 2009 based upon evaluation of the proposals.

### **C. Background**

The Auditor/Controller-Recorder Office (ACR) maintains the official accounting records for the RDA. The County Administrative Office is responsible for initiating and approving financial transactions for the RDA. The audited financial statements for the RDA for June 30, 2008 can be viewed on the ACR website at [http://sbcounty.gov/acr/pdf\\_download.htm](http://sbcounty.gov/acr/pdf_download.htm).

### **D. Scope of Work and Due Dates**

1. The COUNTY's objective is to solicit proposals from VENDORS who can issue audited financial statements for the Redevelopment Agency of the County of San Bernardino (RDA) for the fiscal years ending June 30, 2009; June 30, 2010; and June 30, 2011 in accordance with generally accepted standards. The audits will be for the purpose of determining whether or not such financial statements fairly present the financial positions and results of operations of the RDA, in accordance with generally accepted governmental accounting principles. The management's discussion and analysis will not be required. The audit reports must be completed and submitted to the RDA by the first week of October after the end of each fiscal year.
2. Examine the management's assertion that the RDA has complied with laws, regulations and administrative requirements of Section 33080.1 of the Health and Safety Code of the State of California during each fiscal years, based on the criteria set forth in the Guidelines for Compliance Audits of California Redevelopment Agencies issued by the State Controller's Office, Division of Local Government Fiscal Affairs and prepare the report for submission to the State Controller's Office for each fiscal year which will be due by November 1 after the end of each fiscal year.
3. Prepare and submit the Redevelopment Agencies Financial Transactions Report that will be due by November 1 after the end of each fiscal year.
4. Prepare and submit the U.S. Bureau of the Census Supplement to the Annual Report of Community Redevelopment Agencies that will be due by November 1 after the end of each fiscal year.

5. Prepare and submit the HCD Annual Report Community Development Agencies that will be due by November 1 after the end of each fiscal year.
6. Prepare and submit the Statement of Indebtedness for all projects for which the RDA is responsible for reporting (currently San Sevaine and Cedar Glen Disaster Recovery) and to coordinate with the lead agency for those project areas for which the RDA is a partner with (currently Victor Valley Economic Development Authority, Inland Valley Development Agency and Mission Boulevard Joint Redevelopment Project Area) by September 1 after the end of each fiscal year.
7. Prepare and submit the AB 1389 Pass-Through Report for all project areas for which the RDA is responsible for reporting (currently San Sevaine and Cedar Glen Disaster Recovery) and to coordinate with the lead agency for those projects areas for which the RDA is a partner with (currently Victor Valley Economic Development Authority, Inland Valley Development Agency and Mission Boulevard Joint Redevelopment Project Area) by September 1 after the end of each fiscal year.
8. Provide fifteen (15) copies of each final report and one (1) single sided reproducible original to the RDA.
9. The Auditor's Request for Information sent to legal counsel shall be sent with sufficient lead time so that it is received by legal counsel at least thirty (30) days before the deadline to respond to the Request. All Requests shall be sent to legal counsel at the following address:

Ruth E. Stringer, County Counsel  
 County of San Bernardino  
 385 N. Arrowhead Ave., 4<sup>th</sup> Fl.  
 San Bernardino, CA 92415-0140

#### **E. Minimum Proposer Requirements (Attachment C)**

All Proposers must:

1. Have at least three (3) years of experience in providing these type services for other governmental entities. The lead on-site person shall have prior experience in auditing a California redevelopment agency.
2. Must be a Certified Public Accountant (CPA) or employed by a CPA firm licensed by the State of California Department of Consumer Affairs.
3. Provide three (3) references (Attachment E) for which these type services have been performed within the past three (3) years.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau and State of California Department of Consumer Affairs and have no unsatisfactory record of performance with any public agency.
5. Have the administrative and fiscal capability to provide and manage the proposed services.

#### **F. Questions**

Questions regarding the contents of this RFP must be submitted in writing by January 20, 2009, by 4:00 PM (PST) and directed to the individual listed in Section I, Paragraph G. All questions will be answered and posted on the website: <http://www.sbcounty.gov/rfp/rfpelist.htm> by January 22, 2009.

#### **G. Correspondence**

Any and all correspondence related to this Request for Proposal, including proposals, is to be submitted to:

Howard M. Ochi, Chief Deputy Auditor  
County of San Bernardino  
Auditor/Controller-Recorder  
222 West Hospitality Lane, Fourth Floor  
San Bernardino, CA 92415-0016  
Email: [hochi@acr.sbcounty.gov](mailto:hochi@acr.sbcounty.gov)

**Important:** All communications regarding this RFP, from date of issue authorized by the Board of Supervisors, County of San Bernardino through final determination of the RFP results and awarding of Contract by the Board of Supervisors, must only be with the individual cited above. Communications regarding the RFP directed by a Proposer to a County employee or official other than the individual identified above may result in the immediate and complete rejection of a Proposer's proposal. All proposals received by the County and subsequent communications and deliberations regarding the proposals will be treated as confidential information until a recommendation is made to the Board of Supervisors.

#### **H. Admonition to Proposers**

Once this RFP has been issued, Proposers are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the PROPOSER. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph F.

#### **I. Proposal Submission Deadline**

All proposals must be received at the address listed in Section I, paragraph G, no later than 4:00 p.m. on February 13, 2009. Facsimile or electronically transmitted proposals will not be accepted. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals shall not be opened or considered.

#### **J. Local Preference**

The County of San Bernardino has adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

For purposes of the application of the local preference policy (County Policy 11 – 12), "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP, Request for Quotes (RFQ), Quote(s) and Requests for Applications (RFA) for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the Vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine

if one of the Vendors is a local Vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the contract award.

## **II. PROPOSAL TIMELINES**

Release of RFP	January 13, 2009
Deadline for Submission of Questions	January 20, 2009
Tentative Date for Responses to Questions	January 22, 2009
Deadline for Proposal Submission	February 13, 2009
Tentative Date for Awarding of Contract	March 2009

\*Questions regarding the contents of this RFP must be in writing via U.S. mail, fax or email and shall be directed to the individual listed above. Any and all questions will be evaluated to determine if an official response is necessary. Copies of any answered questions will be disseminated to all firms who submitted questions as well as posted to the County's website. It is the responsibility of the Proposer to check the website for responses to proposer's inquiries.

**\*\*\*END OF THIS SECTION\*\*\***

### **III. PROCUREMENT CONDITIONS**

#### **A. Contingencies**

This RFP does not commit the County to award a Contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all vendors in writing, if the County rejects all proposals. The County also reserves the right to terminate the RFP process at any time.

#### **B. Modifications to the RFP**

The County reserves the right to issue addenda or amendments, or change the timelines to this RFP. All firms providing a proposal will be notified in writing of any modifications made by the County to this RFP.

#### **C. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposers' responsibility to ensure that its proposal arrives on or before the specified deadline for specified time. All proposals and materials submitted become the property of the County.

#### **D. Incurred Costs**

This RFP does not commit the County to any costs incurred in the preparation of a proposal in response to this request and Proposers agree that all costs incurred in developing their proposal are the Proposer's responsibility.

#### **E. Negotiations**

The County may require the potential Proposer(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations. The County realizes that conditions other than price are important and will award Contract(s) based on the proposal that best meets the needs of the County.

#### **F. Final Authority**

The final authority to award a Contract rests solely with the Board of Supervisors, County of San Bernardino.

**\* \* \* END OF THIS SECTION \* \* \***

## **IV. CONTRACT REQUIREMENTS**

### **A. General**

#### **1. Representation of the County**

In the performance of the Contract, VENDOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

#### **2. VENDOR'S Primary Contact**

The VENDOR will designate an individual to serve as the primary point of contact for the Contract. VENDOR or designee must respond to the County inquiries within two (2) business days. VENDOR shall not change the primary point of contact without written notification and acceptance of the County. VENDOR will also designate a back-up point of contact in the event the Primary contact is not available.

#### **3. Change of Address**

VENDOR shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

#### **4. Subcontracting**

VENDOR agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same provisions as VENDOR. VENDOR shall be fully responsible for the performance and payments of any subcontracting.

#### **5. Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by VENDOR either in whole or in part.

#### **6. Contract Amendments**

VENDOR agrees any alterations, variations, modifications, or waivers or provisions of the Contract shall be valid only when reduced to writing, duly signed and attached to the original Contract and approved by the required persons.

#### **7. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and Attorneys' fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and Attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part V, Section B., Indemnification.

#### **8. Venue**

The venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.



**9. Licenses and Permits**

VENDOR shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations to conduct the service agreed upon in the section titled, D. Scope of Work and due dates. The Vendor shall maintain these licenses and permits in effect for the duration of this Agreement. Vendor will notify County immediately of loss or suspension on any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

**10. Notification**

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Contract, the VENDOR shall notify the County within one (1) business day, in writing and by telephone.

**11. Conflict of Interest**

VENDOR shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors and the County. VENDOR shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In the event that the County determines that a conflict of interest exists, any increase in cost associated with the conflict of interest will be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom VENDOR'S officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**12. Improper Consideration**

VENDOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

VENDOR shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from VENDOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the Board of Supervisors of the County. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**13. Employment of Former County Officials**

VENDOR agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent VENDOR. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers,

principals, partners, associates or members of the VENDOR's business. The information also includes the employment with or representation of VENDOR. For purposes of this provision, "Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, any employee in the Exempt Group, Management Unit or Safety Management Unit, or a member of the Board of Supervisors.

#### **14. Inaccuracies or Misrepresentations**

If in the administration of this Contract, the County determines that VENDOR has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process; the Contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

#### **15. Recycled Paper Products**

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10SP), which requires VENDORS to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the County. The policy also requires VENDORS to use both sides of paper sheets for reports submitted to the County whenever practical.

#### **16. Invoices**

VENDOR shall submit detailed and correct invoices to the Chief Deputy Auditor, ACR (see address in section 1.G). VENDOR shall not submit an invoice for Payment Events until after their occurrence. All invoices submitted must meet with the approval of the Chief Deputy Auditor or designee prior to payment. Invoices shall include name of project, names of staff involved and total amount. County shall use reasonable efforts to provide a Notice to VENDOR within ten business days after receipt of an invoice, specifying the reasons why County believes the Charges are inaccurate or incorrect, but County shall not be in breach of the Contract if it fails to provide VENDOR with such Notice. In the event of any dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided herein. County shall pay VENDOR undisputed amounts within the normal processing time.

#### **17. Ownership of Documents**

Audit documentation is the property of the auditor. The auditor may make available to County at the auditor's discretion copies of the audit documentation, provided such disclosure does not undermine the independence or the validity of the audit process.

#### **18. Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this Contract or VENDOR'S relationship with County may be made or used without prior written approval of the respective party.

#### **19. Disclosure of Criminal and Civil Proceedings**

The County reserves the right to request the information described in this Section from the VENDOR selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the VENDOR. The County also reserves the right to obtain the requested information by way of a background

check performed by an investigative firm. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract.

The selected VENDOR may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the VENDOR will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected VENDOR may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the VENDOR will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

## **20. Legality and Severability**

The parties' actions under this Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of this Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

## **21. Taxes**

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on VENDOR or on any taxes levied on employee wages. VENDOR shall assume full responsibility for all Federal, State and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to VENDOR and VENDOR'S employees and agents engaged in the performance of this Contract.

## **22. Nondiscrimination**

VENDOR will not discriminate against any employer or applicant for employment because of race, color, religion, sex, or national origin. VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin, employment upgrading, demotion, or transfer, recruitment, advertising, layoff or termination; rates of pay including apprenticeship. VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**23. Electronic Funds Transfer**

The County of San Bernardino Auditor/Controller-Recorder office prefers direct deposit for VENDOR payments. Instead of creating a paper check the County will and with the VENDOR'S approval, directly deposit funds to the VENDOR'S checking account via electronic funds transfers (EFT). Details and forms regarding EFT payments will be provided upon execution of this Contract

**24. Termination of Convenience**

The County for its convenience may terminate this agreement in whole or in part upon thirty (30) calendar day's written notice this Contract. Such adjustment shall provide for payment to the VENDOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice VENDOR shall promptly discontinue services unless the notice directs otherwise. VENDOR shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**B. Basic Indemnification and Insurance Requirements**

1. **Indemnification** – The VENDOR agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The VENDOR'S indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

County hereby agrees to indemnify and hold harmless Contractor from any and all claims, including defense costs, whether resulting from court action or otherwise, arising out of the sole intentional or negligent acts or omissions of the County and its officers, agents or employees in the performance of this agreement.

2. **Additional Insured** – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights** – The VENDOR shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, VENDORS and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the VENDOR and VENDOR'S employees or agents from waiving the right of subrogation prior to a loss or claim. The VENDOR hereby waives all rights of subrogation against the County.
4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

5. **Severability of Interests** – The VENDOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the VENDOR and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The VENDOR shall immediately furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County Department, and VENDOR shall maintain such insurance from the time VENDOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the VENDOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VI”.
8. **Deductibles and Self-Insured Retention** - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the VENDOR or County payments to the VENDOR will be reduced to pay for County purchased insurance.
10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized,, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. VENDOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

### **C. Insurance Specifications**

The VENDOR agrees to provide insurance set forth in accordance with the requirements herein. If the VENDOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the VENDOR agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the Contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the VENDOR shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

- 1. Workers' Compensation/Employers Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the VENDOR and all risks to such persons under this Contract.

If VENDOR has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to VENDORS that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- 2. Commercial/General Liability Insurance** – The VENDOR shall carry General Liability Insurance covering all operations performed by or on behalf of the VENDOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
  - (a) Premises operations and mobile equipment.
  - (b) Products and completed operations.
  - (c) Broad form property damage (including completed operations).
  - (d) Contractual liability.
  - (e) \$2,000,000 general aggregate limit.

- 3. Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the VENDOR is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the VENDOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- 4. Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall

include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

5. **Professional Services Requirements** – In addition to the Basic Requirements/Specifications for all Contracts, professional service Contracts shall include the following additional requirements:

**Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits or **Errors and Omissions Liability Insurance** with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

#### **D. Right to Monitor and Audit**

1. **Right to Monitor**

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of VENDOR in the delivery of services provided under this Contract. VENDOR shall give full cooperation in any auditing or monitoring conducted. VENDOR shall cooperate with the County in the implementation, monitoring and evaluation of this contract and comply with any and all reporting requirements established by the County.

2. **Availability of Records**

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three (3) years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

\*\*\*END OF THIS SECTION\*\*\*

## **V. PROPOSAL SUBMISSION**

### **A. General**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all appendixes, exhibits, attachments, and addendum (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described in this section. Proposals are to be prepared in such a way as to provide a straight forward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects. A proposal may not be considered if it is conditional.
4. Proposals must be received no later than the date and time at the designated location as specified in Section I.G.
5. All proposals and materials submitted become the property of the County.

### **B. Proposal Presentation**

1. One original, which may be bound and 6 (six) copies, for a total of 7 (seven) of the written proposal are required. The original must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However the County may at its sole option select, immediately after proposal opening, one copy to be used as the "Master Copy". If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number, RFP# ACR08-SPD, for Multi-Year Auditing Services, Proposal Due Date, and marked "CONFIDENTIAL".
3. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, recycled paper with double-sided printing, unless specifically shown to be impractical, with no less than ½" top, bottom, left and right margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including exhibits and attachments, must be clearly and consecutively numbered at the bottom center of each page.
4. Proposal must be received by the deadline for receipt of proposal specified in Section II, Proposal Timeline.
5. Hand carried proposals may be delivered to the address specified in Section I.G only between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays observed by the County. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.



### **C. Proposal Format**

Response to this Request For Proposal (RFP) must be in the form of a proposal package that must be submitted in the following format.

#### **1. Cover Page**

Submit RFP coversheet (**Attachment A**) and a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:

- a. A statement that the proposal is submitted in response to the Request for Proposal for Multi-Year Auditing Services.
- b. A statement indicating which individuals, by name, title, address and phone number are authorized to negotiate with the County on behalf of the organization/firm.
- c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.

#### **2. Statement of Certification**

Include the following in this section (**Attachment B**) of the proposal:

- a. A statement that the offer made in this proposal is firm and binding for one hundred eighty (180) days from the date the proposal is opened and recorded.
- b. A statement that all aspects of this proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
- c. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
- d. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
- e. A statement that the Proposer, if selected, will comply with all applicable Contract requirements, rules, laws, and regulations.
- f. A statement that the Proposer agrees to respond to any reasonable inquiry made by the County for the purpose of clarifying any of the information contained in a Proposer's proposal. The submission of a proposal constitutes permission by the Proposer for the County to verify all information contained therein. If the County deems it necessary, additional information may be requested from the Proposer. Failure to comply with any such request may disqualify a Proposer from further consideration. Such additional information may include evidence of financial ability to perform.
- g. A statement that the Proposer does not have any commitments or potential commitments which may impact the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
- h. A statement that the Auditing Services presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by the Contract. No person having such interest shall be employed by or associated with consultant during the term of this Contract.

#### **3. Statement of Qualifications**

Include the following in this section of the proposal:

- a. A narrative statement describing respondent's firm, staff, length of time in business and other pertinent items that will insure proper evaluation of the proposal.
- b. Resumes of principals who have at least five (5) years of continuous experience in the field of Auditing Services in accordance with Government Auditing Standards.
- c. Submit resumes of each individual who will provide such services. These individuals will be designated "key personnel" and may not be reassigned without prior approval of the County.

- d. Provide information on any legal action, suit, proceeding or investigation by any public agency or other governmental board that has been brought within the last five (5) years or is threatened against your firm, including any principals, members or “key personnel” as defined above.
- e. Any of your firm’s present and former clients in connection with matters in which your firm performed services and of which your firm has knowledge.
- f. The information provided on any action, suit, proceeding or investigation must include the name of the matter, the court, Board, body or agency before which the matter was or is being heard, the nature of the matter and the status of such matter.
- g. Proof of licenses, as applicable.
- h. Recycled Paper Products Statement.
- i. Proposed fee and Work Plan:
  - 1) Hours and rate per hour for each individual or levels to be assigned to this project
  - 2) Hours, rate per hour and total charge for **each** of the items in Section I, D (Scope of work and Due Dates) for **each** fiscal year.
  - 3) Work Plan that will document submission of final report by the due dates under Section I.D as well as to identify the specific tasks.
- j. Location of offices providing services to the County.
- k. Any qualifications not previously described that make your firm unique.
- l. Failure to provide all of the above requirements may result in a rejected proposal.

**4. Minimum Requirements**

Completed, initialed and signed Minimum Proposer Requirements, **Attachment C**.

**5. Exceptions to RFP**

Complete **Attachment F** and include in submitted proposal.

**\*\*\*\*END OF THIS SECTION\*\*\***

## **VI. PROPOSAL EVALUATION AND SELECTION**

### **A. Evaluation Process**

All proposals will be subject to a standard review process developed by the County. A primary consideration shall be the effectiveness of the Proposer(s) to deliver the RDA Auditing Services as described in this RFP.

Proposers identified as “finalists” may be asked to submit samples of previous work. Evaluation of the finalists’ proposals may include the quality of requested work samples, results of references, and oral presentation before an Evaluation panel. The Evaluation Committee will make the final decision(s) as to which proposal(s) will be recommended to the Board of Supervisors for contractual consideration and approval.

### **B. Evaluation Criteria**

- 1. Initial Review** – all proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and in compliance with all the requirements of this RFP.
  - b. Proposer must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph E. Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.
- 2. Technical Review** – Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):
  - a. Proposers’ qualifications, personnel, and experiences in providing these services.
  - b. Proposed examination services and strategies.
  - c. Cost.
- 3. Interview** (Optional)
- 4. Final Selection**

While cost is a major consideration in the evaluations process, selection will be based on the determination of which proposal will best meet the needs of the County and the requirements of the RFP.

The awarding of a Contract is not a guarantee or promise of a particular number of files, percentage of the potential business, or assignment of a particular category of business. The County retains sole discretion to distribute the business in accordance with its own internal policies and practices.

Cost of service is one factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful proposal. Award of Contract(s) may or may not be on an all or nothing basis. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

### **C. Contract Award**

1. Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal(s) of the successful Proposer(s) will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.

### **D. Protest**

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I Paragraph G of this RFP, and submitted within fourteen (14) calendar days of the date on the notification of intent to award. Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer advising of the decision with regard to the protest and the basis for the decision. The decision of the County will be final.

### **E. Final Approval**

Any Contract resulting from this RFP will be awarded by final approval of the Board of Supervisors, County of San Bernardino.

**\*\*\*END OF THIS SECTION\*\*\***

PROPOSAL FOR RDA AUDITING SERVICES

**PROPOSER'S NAME** (name of firm, entity or organization):

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**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

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**NAME AND TITLE OF VENDOR'S CONTACT PERSON:**

---

**MAILING ADDRESS:**

Street Address: 

---

City, State, Zip: 

---

**TELEPHONE NUMBER:** 

---

**FAX NUMBER:** 

---

**EMAIL ADDRESS:** 

---

**PROPOSER'S ORGANIZATIONAL STRUCTURE**

☐ Corporation    ☐ Partnership    ☐ Proprietorship    ☐ Joint Venture

☐ Other (explain): 

---

If Corporation,    Date Incorporated: 

---

 State Incorporated: 

---

States Registered in as foreign corporation: 

---

**PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:**

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**PROPOSER'S AUTHORIZED SIGNATURE:**

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: 

---

DATE: 

---

PRINT NAME: 

---

TITLE: 

---

**ATTACHMENT B  
STATEMENT OF CERTIFICATION**

The following statements are incorporated as part of our proposal for **RDA Audit Services**

	<b>Statement</b>	<b>Agree (initial)</b>	<b>Disagree with qualification (initial and attach explanation)</b>
1.	A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	A statement that all aspects of this proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.		
3.	A statement that all declarations in this proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	A statement that the Proposer agrees that all aspects of this RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded. The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the services being proposed.		
5.	A statement that the Proposer, if selected, will comply with all applicable Contract requirements, rules, laws, and regulations.		
6.	A statement that the Proposer agrees to respond to any reasonable inquiry made by the County for the purpose of clarifying any of the information contained in a Proposer's proposal. The submission of a proposal constitutes permission by the Proposer for the County to verify all information contained therein. If the County deems it necessary, additional information may be requested from the Proposer. Failure to comply with any such request may disqualify a Proposer from further consideration. Such additional information may include evidence of financial ability to perform.		
7.	A statement that the Proposer does not have any commitments or potential commitments which may impact the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.		
8.	A statement that the firm presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by the Contract. No person having such interest shall be employed by or associated with firm during the term of this Contract.		

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print name \_\_\_\_\_

Company \_\_\_\_\_

## ATTACHMENT C

### MINIMUM PROPOSER REQUIREMENTS

The following requirements apply to all prospective vendors:

	<b>Requirements</b>	<b>Agree (initial)</b>	<b>Disagree with qualification (initial and attach explanation)</b>
1.	Have at least three (3) years of continuous experience in providing the requested services.		
2.	The vendor must be a CPA firm licensed by the State of California Department of Consumer Affairs. The County reserves the right to consider qualified contractors who possess equivalent registrations/certifications.		
3.	Provide three (3) references from other clients, three (3) of which should be public entities, whom you now work with or have worked with within the last three (3) years and have established a Contract of this nature, of same or similar size as the County. Provide Agency, Contact Name, Address, Phone Number, and dates services were provided.		

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT D – EXCEPTIONS TO RFP**

**COUNTY OF SAN BERNARDINO  
AUDITOR/CONTROLLER-RECORDER  
RDA AUDITING SERVICES**

PROPOSER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE# (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions:  
(Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required)

Name of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_



**ATTACHMENT E – REFERENCES**

<b>Agency/ Organization</b>	<b>Contact Name</b>	<b>Phone Number</b>	<b>Email Address</b>	<b>Dates Services Provided (from/to)</b>	<b>Description Of Services Provided</b>	<b>Address</b>